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| AWARD/CONTRACT | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | | Rating DOA4 | | Page 1 Of 19 | |
| 2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0081 | | 3. Effective Date 2003DEC05 | | 4. Requisition/Purchase Request/Project No. SEE SCHEDULE | | | |
| 5. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ABGA JANET JOUDAS (586)574-7273 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: JOUDASJ@TACOM.ARMY.MIL | | Code W56HZV | 6. Administered By (If Other Than Item 5) DCMA SAN ANTONIO 615 EAST HOUSTON STREET P.O. BOX 1040 SAN ANTONIO TX 78294-1040 SCD C PAS NONE ADP PT HQ0339 | | Code S4404A | | |
| 7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) TEXAS RESEARCH INSTITUTE AUSTIN 9063 BEE CAVES RD. AUSTIN, TX. 78733-6201 TYPE BUSINESS: Other Small Business Performing in U.S. | | | | 8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE | | | |
| | | | | 9. Discount For Prompt Payment | | | |
| | | | | 10. Submit Invoices (4 Copies Unless Otherwise Specified) | | Item 12 | |
| Code OPT48 | | Facility Code | | To The Address Shown In: | | | |
| 11. Ship To/Mark For SEE SCHEDULE | | Code | 12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381 | | Code HQ0339 | | |
| 13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | | 14. Accounting And Appropriation Data ACRN: AA 21 42040000046N6N7EP665502255Y S20113 W56HZV | | | | |
| 15A. Item No. SEE SCHEDULE | 15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price | | 15C. Quantity | 15D. Unit | 15E. Unit Price | 15F. Amount | |
| | | | KIND OF CONTRACT: Research and Development Contracts | | | | |
| 15G. Total Amount Of Contract | | | | | | \$69,998.00 | |
| 16. Table Of Contents | | | | | | | |
| (X) | Section | Description | Page(s) | (X) | Section | Description | Page(s) |
| Part I - The Schedule | | | | Part II - Contract Clauses | | | |
| X | A | Solicitation/Contract Form | 1 | X | I | Contract Clauses | 14 |
| X | B | Supplies or Services and Prices/Costs | 2 | Part III - List Of Documents, Exhibits, And Other Attachments | | | |
| X | C | Description/Specs./Work Statement | 6 | X | J | List of Attachments | 19 |
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| X | F | Deliveries or Performance | 9 | | | | |
| X | G | Contract Administration Data | 10 | | L | Instrs., Conds., and Notices to Offerors | |
| X | H | Special Contract Requirements | 12 | | M | Evaluation Factors for Award | |
| Contracting Officer Will Complete Item 17 Or 18 As Applicable | | | | | | | |
| 17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | | | 18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number DAAE0703RL005 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. | | | |
| 19A. Name And Title Of Signer (Type Or Print) | | | | 20A. Name Of Contracting Officer DEREK MCALEER MCALEERD@TACOM.ARMY.MIL (586)574-7197 | | | |
| 19B. Name of Contractor By _____ (Signature of person authorized to sign) | | 19c. Date Signed | | 20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer) | | 20C. Date Signed 2003DEC05 | |

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0081 MOD/AMD | Page 2 of 19 |
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Name of Offeror or Contractor: TEXAS RESEARCH INSTITUTE AUSTIN

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------------|
| 0001 | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall furnish all the supplies and services to accomplish the effort specified in the scope of the Contract (Section C).</p> <p>(End of narrative B001)</p> <p>Contractor shall furnish all the supplies and services to accomplish the effort specified in the scope of the Contract (Section C).</p> <p>(End of narrative B002)</p> | | | | |
| 0001AA | <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: FY04 NEW PH I TEXAS RESEARCH PRON: E142C070EH PRON AMD: 01 ACRN: AA AMS CD: 665502M4055</p> <p>NOUN: Supplies/Services in support of 1st bi-monthly Report (Progress, Status and Management Report - A001)</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 SEE SECTON F</p> <p>\$ 23,332.67</p> | | | | \$ 23,332.67 |
| 0001AB | <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: FY04 NEW PH I TEXAS RESEARCH PRON: E142C070EH PRON AMD: 01 ACRN: AA AMS CD: 665502M4055</p> <p>NOUN: Supplies/Services in support of 2nd bi-monthly</p> | | | | \$ 23,332.67 |

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|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|------|--------------|--------------|
| | | PIIN/SIIN W56HZV-04-C-0081 | | MOD/AMD | |
| Name of Offeror or Contractor: TEXAS RESEARCH INSTITUTE AUSTIN | | | | | |
| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0001AC | Report (Progress, Status and Management Report - A001 (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 SEE SECTION F \$ 23,332.67 | | | | |
| | <u>SERVICES LINE ITEM</u> NOUN: FY04 NEW PH I TEXAS RESEARCH PRON: E142C070EH PRON AMD: 01 ACRN: AA AMS CD: 665502M4055 NOUN: Supplies/Services in support of Final Scientific and Technical Report (A002) (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 SEE SECTION F \$ 23,332.66 | | | | \$ 23,332.66 |
| 0002 | <u>DATA ITEM</u> SECURITY CLASS: Unclassified Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A. (End of narrative B001) | | | \$ ** NSP ** | \$ ** NSP ** |

CONTINUATION SHEET

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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|------------------------------------------------------------------------------------------|----------|------|------------|--------|
| | <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination | | | | |

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B.1 The payments under this contract are to be in accordance with the subCLINs. SubClins 0001AA, 0001AB, and 0001AC are set up to pay the Contractor at the 2nd, 4th and 6th month, respectively, after contract award. If the Option is exercised (ref. H.1) SubCLINs 0003AA and 0003AB will be set up to pay the Contractor after the second month of option performance and at the completion of the option effort. Payment is contingent upon TACOM receiving and approving a DD Form 250 (reference provision H-12 of the contract) for the report/addendum designated in each subCLIN. The contractor shall then submit the approved DD Form 250 to the payment office indicated in Block 12 on the face page of the contract in order to receive payment.

*** END OF NARRATIVE B 001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK

C.1.1. The Contractor, acting as an independent contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials and services to complete the effort described in the contractor's proposal for Small Business Innovation Research Program (SBIR), Topic Number A03-230, titled "Transmission and Driveline Development and Their Components" (incorporated by reference).

C.2 Kick-Off Meeting: The contractor shall participate in a kick-off meeting within 14 to 21 days of contract award. A meeting date will be coordinated between the contractor, Administrative Contracting Officer (ACO) and the Contracting Officer's Technical Representative (COTR). The meeting may be held by telephone conferencing or viedo conferencing in lieu of personal visit to TACOM. The contractor shall coordinate with the COTR to schedule a specific date and time.

C.2.2 In-Process Meeting: At least one in-process meeting(s) will be held prior to contract completion (base and option). The in-process meeting(s) will be accomplished by one of the following means: (1) telephone conferencing; (2) video conferencing; (3) COTR and team visit to contractor or (4) COTR and team visit to sub-contractor facility with contractor representative(s) present (if applicable). The in-process meeting(s) will be held to determine proof-of-principle application and provide support to determine any future Phase II efforts. The contractor shall coordinate with the COTR to schedule the specific date and time for In-Process meeting(s).

C.3 Deliverables

C.3.1 The Contractor shall submit two (2) bi-monthly Progress, Status and Management Reports (A001) in accordance with the requirements of Exhibit A, Contract Data Requirements List (DD Form 1423).

C.3.1.1 The Contractor shall submit a Draft Final Report and a Final Technical Report (A002) in accordance with the requirements of Exhibit A, Contract Data Requirements List (DD Form 1423). The contractor shall prepare and submit the final report to discuss in detail the project objectives, work performed and results obtained. The report shall also outline current and proposed program highlights for future Phase I option and Phase II effort. A draft of the final report shall be approved by the Government COTR before a final report is ussed. Microsoft work campatibility is required.

C.4 Option Effort

C.4.1 The Contractor shall complete the effort described in the Contractor's option proposal submission (incorporated by reference), for the Small Business Innovation Research Program (SBIR), Topic Number A03-230, titled "Transmission and Driveline Development and Their Components".

C.5 Deliverables

C.5.1 The Contractor shall submit a bi-monthly Progress, Status and Management Report (A001) in accordance with the requirement of Exhibit A, Contract Data Requirements List (DD Form 1423).

C.5.1.1 The contractor shall submit an Addendum to the Final Technial Report (A002) in accordance with the requirements of Exhibit A, Contract Data Requirements List, (DD Form 1423). The contractor shall prepare and submit the final report to discuss in detail the project objectives, work performed and results obtained. The report shall also outline current and proposed program highlights for future Phase I option and Phase II effort. A draft of the final report shall be approved by the Government COTR before a final report is ussed. Microsoft work campatibility is required.

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

PACKAGING AND MARKING

D.1 Packaging and Packing

All items deliverable under this contract shall be packaged and packed in accordance with standard commercial practice in order to assure arrival at Destination without damage or loss.

D.2 Marking

All technical data deliverable under this contract shall be identified by the prime contractor, the name and address of the prime contractor, and where applicable, the name and address of the subcontractor who generated the data.

*** END OF NARRATIVE D 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|-----------------------------------------------------|-------------|
| E-1 | 52.246-9 | INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) | APR/1984 |

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SECTION F - DELIVERIES OR PERFORMANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--------------------------|-------------|
| F-1 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
| F-2 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| F-3 | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |

F.1 Delivery schedule and period of performance

F.1.1 Data: All data required hereunder shall be delivered FOB Destination in accordance with the Contract Data Requirements List (DD Form 1423) to the following address:

Commander
 U.S. Army Tank-automotive and Armaments Command
 ATTN: AMSTA-TR-R/MS 121, Julian Kozowyk
 Warren, Mi 48397-5000

F.2 Period of Performance

F.2.1 All work required under this contract, including submission of the Final Scientific and Technical Report shall be completed within six (6) months after contract award.

F.2.2 The Contractor shall submit bi-monthly Progress, Status and Management Reports in accordance with DD Form 1423 (A001).

F.2.3 The Contractor shall submit the Draft Final Technical Report (A002) five (5) months and one (1) week after contract award. The Government will review the draft report and return it to the Contractor within seven (7) days of receipt. The Contractor shall submit the Final Technical Report within fourteen (14) days after receipt of draft comments/approval. Acceptance of Final Technical Report will constitute completion.

F.3 Period of Performance - Option

F.3.1 The period of performance shall be four (4) months from date of option exercise, including submission of the Addendum to the Final Report.

F.3.2 The Contractor shall submit bi-monthly Progress, Status and Management Reports in accordance with DD Form 1423 (A001).

F.3.3 The Contractor shall submit a Draft Addendum to the Final Technical Report three (3) months and one (1) week after the date of the option exercise. The Government will review the draft addendum and return it to the Contractor within seven (7) days of receipt. The Contractor shall submit the final addendum within fourteen (14) days after receipt of draft comments/approval. Acceptance of final addendum will constitute completion.

*** END OF NARRATIVE F 001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

| LINE | PRON/ AMS CD/ | OBLG | | | | | | JOB | | | |
|--------|---------------------------|------|------|---------------------------|-----------------------------|--------|--|--------|------------|-----------|-----------|
| ITEM | MIPR | ACRN | STAT | ACCOUNTING CLASSIFICATION | | | | ORDER | ACCOUNTING | OBLIGATED | |
| | | | | | | | | NUMBER | STATION | AMOUNT | |
| 0001AA | E142C070EH 665502M4055 | AA | 2 | 21 | 42040000046N6N7EP665502255Y | S20113 | | 42C070 | W56HZV \$ | 23,332.67 | |
| 0001AB | E142C070EH 665502M4055 | AA | 2 | 21 | 42040000046N6N7EP665502255Y | S20113 | | 42C070 | W56HZV \$ | 23,332.67 | |
| 0001AC | E142C070EH 665502M4055 | AA | 2 | 21 | 42040000046N6N7EP665502255Y | S20113 | | 42C070 | W56HZV \$ | 23,332.66 | |
| | | | | | | | | | TOTAL | \$ | 69,998.00 |

| SERVICE NAME | TOTAL BY ACRN | ACCOUNTING CLASSIFICATION | | | | | ACCOUNTING STATION | OBLIGATED AMOUNT |
|-----------------|---------------|---------------------------|-----------------------------|--------|--|--|-----------------------|---------------------|
| Army | AA | 21 | 42040000046N6N7EP665502255Y | S20113 | | | W56HZV | \$ 69,998.00 |
| TOTAL | | | | | | | | \$ 69,998.00 |

| | Regulatory Cite | Title | Date |
|-----|------------------------|----------------|----------|
| G-1 | 52.242-4016 (TACOM) | COMMUNICATIONS | MAY/2000 |

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Mr.Julian Kozowyk
e-mail: KozowykJ@tacom.army.mil
Phone: (586) 574-8960

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Mr. Rick Furlong
e-mail: Richard.Furlong@dcma.mil
Phone: (512) 929-2554

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

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| G-2 | 252.201-7000 | CONTRACTING OFFICER'S REPRESENTATIVE | DEC/1991 |
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

| | | | |
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| G-3 | 52.227-4004 (TACOM) | RELEASE OF INFORMATION | OCT/2003 |
|-----|------------------------|------------------------|----------|

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public

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Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf .

[End of clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

| | Regulatory Cite | Title | Date |
|------|-----------------|------------------------------------------------------|----------|
| H-1 | 252.204-7000 | DISCLOSURE OF INFORMATION | DEC/1991 |
| H-2 | 252.204-7002 | PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED | DEC/1991 |
| H-3 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | APR/2003 |
| H-4 | 252.227-7036 | DECLARATION OF TECHNICAL DATA CONFORMITY | JAN/1997 |
| H-5 | 252.227-7037 | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA | SEP/1999 |
| H-6 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| H-7 | 252.235-7011 | FINAL SCIENTIFIC OR TECHNICAL REPORT | SEP/1999 |
| H-8 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2003 |
| H-9 | 252.246-7001 | WARRANTY OF DATA | DEC/1991 |
| H-10 | 252.227-7039 | PATENTS -- REPORTING OF SUBJECT INVENTIONS | APR/1990 |

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

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| H-11 | 52.204-4005 (TACOM) | REQUIRED USE OF ELECTRONIC CONTRACTING | DEC/2002 |
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your

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initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
[End of Clause]

| | | | |
|------|-------------|---------------------------------|----------|
| H-12 | 52.246-4026 | LOCAL ADDRESSES FOR DD FORM 250 | MAR/2002 |
| | (TACOM) | | |

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>
[End of Clause]

SPECIAL PROVISIONS

H.1 Option Effort

H.1.1 The Government shall have the unilateral right to exercise an option for the effort described in C.4. The Government may exercise this option at any time after contract award but no later than nine (9) months after contract award. If exercised, the option effort will be awarded on a firm fixed price basis for \$49,991.00. The period of performance of the option effort will be during the four (4) months following the date of option exercise.

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

| | Regulatory Cite | Title | Date |
|------|-----------------|--------------------------------------------------------------------------------------------------------------------------|----------|
| I-1 | 52.202-1 | DEFINITIONS | DEC/2001 |
| I-2 | 52.203-3 | GRATUITIES | APR/1984 |
| I-3 | 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR/1984 |
| I-4 | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | JUL/1995 |
| I-5 | 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL/1995 |
| I-6 | 52.203-8 | CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-7 | 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-8 | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JUN/2003 |
| I-9 | 52.204-4 | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER | AUG/2000 |
| I-10 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL/1995 |
| I-11 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| I-12 | 52.215-2 | AUDIT AND RECORDS - NEGOTIATIONS | JUN/1999 |
| I-13 | 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT/1997 |
| I-14 | 52.215-11 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS | OCT/1997 |
| I-15 | 52.215-13 | SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS | OCT/1997 |
| I-16 | 52.215-14 | INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997)) | OCT/1997 |
| I-17 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT/2000 |
| I-18 | 52.219-14 | LIMITATIONS ON SUBCONTRACTING | DEC/1996 |
| I-19 | 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB/1997 |
| I-20 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| I-21 | 52.222-26 | EQUAL OPPORTUNITY | APR/2002 |
| I-22 | 52.222-35 | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA | DEC/2001 |
| I-23 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN/1998 |
| I-24 | 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC/2001 |
| I-25 | 52.223-6 | DRUG FREE WORKPLACE | MAY/2001 |
| I-26 | 52.223-14 | TOXIC CHEMICAL RELEASE REPORTING | AUG/2003 |
| I-27 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN/2003 |
| I-28 | 52.227-1 | AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984) | JUL/1995 |
| I-29 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG/1996 |
| I-30 | 52.227-11 | PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM) | JUN/1997 |
| I-31 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | APR/2003 |
| I-32 | 52.232-2 | PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS | APR/1984 |
| I-33 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-34 | 52.232-9 | LIMITATION ON WITHHOLDING OF PAYMENTS | APR/1984 |
| I-35 | 52.232-11 | EXTRAS | APR/1984 |
| I-36 | 52.232-17 | INTEREST | JUN/1996 |
| I-37 | 52.232-23 | ASSIGNMENT OF CLAIMS | JAN/1986 |
| I-38 | 52.232-25 | PROMPT PAYMENT | FEB/2002 |
| I-39 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| I-40 | 52.233-1 | DISPUTES | JUL/2002 |
| I-41 | 52.233-3 | PROTEST AFTER AWARD | AUG/1996 |
| I-42 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-43 | 52.243-1 | CHANGES--FIXED-PRICE (ALTERNATE V (APR 1984)) | AUG/1987 |
| I-44 | 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC/1996 |
| I-45 | 52.246-23 | LIMITATION OF LIABILITY | FEB/1997 |
| I-46 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | SEP/1996 |
| I-47 | 52.249-9 | DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) | APR/1984 |
| I-48 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-49 | 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES | MAR/1999 |
| I-50 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |

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| | Regulatory Cite | Title | Date |
|------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| I-51 | 252.209-7000 | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | NOV/1995 |
| I-52 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98 | MAR/1998 |
| I-53 | 252.215-7000 | PRICING ADJUSTMENTS | DEC/1991 |
| I-54 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | FEB/2003 |
| I-55 | 252.225-7031 | SECONDARY ARAB BOYCOTT OF ISRAEL | APR/2003 |
| I-56 | 252.227-7016 | RIGHTS IN BID OR PROPOSAL INFORMATION | JUN/1995 |
| I-57 | 252.227-7017 | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS | JUN/1995 |
| I-58 | 252.227-7018 | RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-- SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM | JUN/1995 |
| I-59 | 252.227-7019 | VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE | JUN/1995 |
| I-60 | 252.227-7030 | TECHNICAL DATA--WITHHOLDING OF PAYMENT | MAR/2000 |
| I-61 | 252.227-7034 | PATENTS--SUBCONTRACTS | APR/1984 |
| I-62 | 252.235-7010 | ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER | MAY/1995 |
| I-63 | 252.242-7000 | POSTAWARD CONFERENCE | DEC/1991 |
| I-64 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| I-65 | 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT | MAR/1998 |
| I-66 | 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS) | MAR/2000 |
| I-67 | 52.252-6 | AUTHORIZED DEVIATIONS IN CLAUSES | APR/1984 |

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

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| I-68 | 252.204-7004 | REQUIRED CENTRAL CONTRACTOR REGISTRATION | NOV/2001 |
|------|--------------|------------------------------------------|----------|

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

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(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-69 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

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(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

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| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-C-0081 MOD/AMD</p> | <p style="text-align: center;">Page 18 of 19</p> |
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- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

| ITEM DESCRIPTION | CONTRACT LINE ITEMS | QUANTITY | TOTAL |
|---------------------|------------------------|----------|-------|
|---------------------|------------------------|----------|-------|

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
 - (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
 - (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-70 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA MAR/2000

- (a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--
 - (1) Shall notify the Contracting Officer of that fact; and
 - (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.
- (b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties
 - (1) In all subcontracts hereunder, if this contract is a construction contract; or
 - (2) If this contract is not a construction contract, in all subcontracts under this contract that are for--
 - (i) Noncommercial items; or
 - (ii) Commercial items that-
 - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

| <u>Exhibit</u> | <u>Title</u> | <u>Date</u> | <u>Number of Pages</u> |
|----------------|------------------------------------|-------------|----------------------------|
| Exhibit A | DD Form 1423 | | 001 |
| Attachment 001 | Data Item Description | | 004 |
| Attachment 002 | Instructions for Completing SF 298 | | 002 |

*** END OF NARRATIVE J 001 ***